

EXHIBIT E – NOTICE OF REMOVAL

IN THE STATE COURT OF FULTON COUNTY
STATE OF GEORGIA

JOSEPH KARRIEM,

Plaintiff,

vs.

DANNY MOORE, JR. DANNY
MOORE TRUCKING, LLC and
BERKSHIRE HATHAWAY
HOMESTATE INSURANCE
COMPANY,

Defendants.

CIVIL ACTION
FILE NO. 23EV003390

**PLAINTIFF JOSEPH KARRIEM'S OFFER OF SETTLEMENT
PURSUANT TO O.C.G.A. § 9-11-68**

COMES NOW Plaintiff JOSEPH KARRIEM, by and through undersigned counsel, and issues the following Offer of Settlement Pursuant to O.C.G.A. § 9-11-68 to Defendants DANNY MOORE, JR., DANNY MOORE TRUCKING, LLC and BERKSHIRE HATHAWAY HOMESTATE INSURANCE COMPANY as follows:

1. The party making this Offer is Plaintiff JOSEPH KARRIEM.
2. The parties to whom this Offer is being made are Defendants DANNY MOORE, JR., DANNY MOORE TRUCKING, LLC and BERKSHIRE HATHAWAY HOMESTATE INSURANCE COMPANY.
3. The claim or claims this Offer is attempting to resolve are all claims Plaintiff JOSEPH KARRIEM has against Defendants DANNY MOORE, JR., DANNY MOORE TRUCKING, LLC and BERKSHIRE HATHAWAY HOMESTATE INSURANCE COMPANY arising out of a motor vehicle collision which occurred on January 30, 2022, on Lee Street SW at or near its intersection with Oglethorpe Avenue SW in the city of Atlanta, Fulton County, Georgia, between Defendant DANNY MOORE, JR. and Plaintiff JOSEPH KARRIEM.
4. The relevant conditions of this Offer are as follows:

- a. This Offer shall remain open for thirty (30) days from receipt of the same by counsel of record for Defendants DANNY MOORE, JR., DANNY MOORE TRUCKING, LLC and BERKSHIRE HATHAWAY HOMESTATE INSURANCE COMPANY;
 - b. Acceptance of this Offer must be in writing before the expiration of this Offer;
 - c. The settlement draft must be made payable to "Joseph Karriem and his attorneys, Morgan & Morgan Atlanta, PLLC" and delivered to undersigned counsel within ten (10) days of acceptance of this Offer;
 - d. Upon receipt of the settlement draft by counsel, Plaintiff JOSEPH KARRIEM will execute the Limited Liability Release attached hereto as Exhibit A; and
 - e. Upon settlement of all claims under all applicable liability and uninsured/underinsured motorist coverage, Plaintiff JOSEPH KARRIEM will file a dismissal of the above-captioned matter without prejudice.
5. The total amount of this Offer is one million dollars (\$1,000,000.00).
 6. This Offer does not include any amounts for punitive damages, as such have not yet been pled in the above-captioned matter.
 7. This Offer includes attorney's fees and other expenses. When the complaint sets forth a tort claim for money, if the offeree rejects or does not accept the offer of settlement and the plaintiff recovers a final judgment in an amount greater than 125 percent of such offer of settlement, the plaintiff shall be entitled to recover reasonable attorney's fees and expenses of litigation incurred by the plaintiff or on the plaintiff's behalf from the date of the rejection of the offer of settlement through the entry of judgment under O.C.G.A. § 9-11-68(b)(2). An offer that is not accepted within thirty (30) days is deemed rejected under O.C.G.A. § 9-11-68.
 8. This Offer is being sent via FedEx, tracking number 1921 4273 2692.

****SIGNATURE ON NEXT PAGE****

CERTIFICATE OF SERVICE

This is to certify that I have this day served counsel of record in the foregoing matter with the attached PLAINTIFF JOSEPH KARRIEM'S OFFER OF SETTLEMENT PURSUANT TO O.C.G.A. § 9-11-68 by mailing a true copy via FedEx, addressed as follows:

Danny Moore, Jr.
6905 Flat Creek Road
Kershaw, SC 29067

This 31st day of July, 2023.

Respectfully submitted,

/s/ Steven Fair

Steven Fair, Esq.
Georgia Bar No. 259488
Attorney for Plaintiff

Morgan & Morgan Atlanta, PLLC
191 Peachtree Street NE, Suite 4200
P. O. Box 57007
Atlanta, GA 30343-1007
Tel: (404) 965-8811
Fax: (404) 965-8812
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DANNY MOORE, JR. DANNY
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HOMESTATE INSURANCE
COMPANY,

Defendants.

LIMITED LIABILITY RELEASE PURSUANT TO O.C.G.A. § 33-24-41.1

KNOW ALL MEN BY THESE PRESENTS that I, **Joseph Karriem**, being of lawful age and not laboring under any disability, for the sole consideration of **one million dollars** (\$1,000,000.00), receipt whereof is hereby acknowledged, hereby enter into the within Limited Liability Release pursuant to O.C.G.A. § 33-24-41.1 in favor of **Danny Moore, Jr., Danny Moore Trucking, LLC and Berkshire Hathaway Homestate Insurance Company** ("**Berkshire Hathaway**"). As consideration for the above-stated payment, **Joseph Karriem** hereby:

Releases, remises and forever discharges, and for my heirs, executors, administrators and assigns, I do hereby remise, release and forever discharge **Berkshire Hathaway** (except as to any underinsured motorist coverage) and each and all of its officers, directors, employees and agents of the same from any and all claims, demands, rights and causes of action of whatsoever kind and nature, arising from and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries and damages, which arise out of an incident occurring on or about the **30th day of January, 2022 on Lee Street SW at or near its intersection with Oglethorpe Avenue SW in the city of Atlanta, Fulton County, Georgia**, for which I have claimed **Danny Moore, Jr., Danny Moore Trucking, LLC and Berkshire Hathaway** to be legally liable;

Releases **Danny Moore, Jr., Danny Moore Trucking, LLC and Berkshire Hathaway**, its heirs, administrators and executors from any and all claims arising from the above-stated incident of **January 30, 2022**, expressly excluding and except to the extent to which other liability

or other insurance coverage is available for the claims of Undersigned arising out of said incident, including but not limited to any uninsured/underinsured motorist or other insurance coverage afforded by insurer.

This Limited Liability Release is intended to and does cover, but is not limited to medical, as well as all other expenses, pain and suffering, lost wages, and any and all other expenses and claims Undersigned may have asserted against **Danny Moore, Jr., Danny Moore Trucking, LLC and Berkshire Hathaway**.

This Limited Liability Release shall not bar Undersigned's rights to recovery under any other policy of insurance, nor does it release any other tortfeasor not herein named or any other insurance carrier providing applicable coverage beyond **Berkshire Hathaway's** policy applicable to **Danny Moore, Jr. and Danny Moore Trucking, LLC**. This Limited Liability Release shall not be admissible in evidence before a trier of fact in any trial of a tort action, but the amount paid hereunder (\$1,000,000.00) shall be admissible as provided by law as evidence of the offset against the liability of any uninsured/underinsured motorist carrier and against the verdict of the trier of fact. This Limited Liability Release does not release **Danny Moore, Jr., Danny Moore Trucking, LLC and Berkshire Hathaway** from personal liability to the extent that there is other insurance in effect which covers the claims of the Undersigned beyond that herein paid by **Berkshire Hathaway**, but only to the extent of such other insurance.

I understand and agree that this settlement is made in compromise of doubtful and disputed claims, and that this payment is not to be construed as an admission of liability on the part of **Danny Moore, Jr., Danny Moore Trucking, LLC or Berkshire Hathaway**, and that liability is expressly denied by **Danny Moore, Jr., Danny Moore Trucking, LLC and Berkshire Hathaway**. It is further expressly understood and agreed that this release is not intended, nor shall it be construed to be a representation that Undersigned has been fully and completely compensated for all economic and noneconomic damages; and Undersigned expressly denies that this settlement fully and completely compensates Undersigned for all damages.

To procure payment of the sum stated above, I declare that no representations regarding the nature or extent of said injuries, disabilities or damages made by any physician, attorney or agent of any party released hereby, nor any representation regarding the nature or extent of legal liability or financial responsibility of any party released hereby have induced me to enter into this Limited Liability Release.

This Limited Liability Release is taken and the consideration stated hereinabove is paid by **Berkshire Hathaway**, which provides certain liability coverage to **Danny Moore, Jr and Danny Moore Trucking, LLC**. Undersigned hereby acknowledges written notice before the taking of this Limited Liability Release that said insurance carrier is acting as an independent contractor and not as an agent of the parties released hereby, and this Limited Liability Release does not preclude the assertion of any claim that any such parties may have against Undersigned. Undersigned acknowledges prior written notice of the absence of such consent of the parties released and waives all further notice thereof.

As further consideration for payment of the aforesaid sum, Undersigned warrants, affirms and represents that he is a resident of **Henry County, Georgia**. Undersigned further warrants, affirms and represents that there are no unpaid, unsatisfied or pending medical bills, liens, or workers' compensation, insurance or other subrogation claims of any kind for any care, treatment or benefits provided to Undersigned as a result of or arising out of the incident described herein. Undersigned agrees to indemnify and hold harmless all persons, firms and corporations hereby released from all valid and enforceable outstanding or unsatisfied liens or subrogation claims, compensation or otherwise, on behalf of any person, firm or corporation growing out of or resulting from the injuries for which Undersigned has a claim for special damages, with said indemnification being limited to the amounts paid hereunder.

I have read this Limited Liability Release, understand it fully and sign it voluntarily this _____ day of _____, 2023.

Joseph Karriem

Sworn and subscribed before me

This _____ day of _____, 2023.

Notary Public

My Commission Expires: _____

This 31st day of July, 2023.

Respectfully submitted,

/s/ Steven Fair

Steven Fair, Esq.
Georgia Bar No. 259488
Attorney for Plaintiff

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